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NAME OF OFFEROR OR CONTRACTOR

SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	PPG CHLORINE TABLET FFP - PPG THREE (3) INCH CALCIUM HYPOCHLORITE TABLETS IN FIFTY-FIVE (55) POUND PAILS.				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
PPG CHLORINE TABLETS	0001	16,000.00	18,000.00	
		18,001.00	19,000.00	
		19,001.00	20,000.00	
		20,001.00	22,000.00	

OPTION YEAR I

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PPG CHLORINE TABLET FFP - PPG THREE (3) INCH CALCIUM HYPOCHLORITE TABLETS IN FIFTY-FIVE (55) POUND PAILS.				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
PPG CHLORINE TABLETS	0002	16,000.00	18,000.00	
		18,001.00	19,000.00	
		19,001.00	20,000.00	
		20,001.00	22,000.00	

OPTION YEAR II

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	PPG CHLORINE TABLET FFP - PPG THREE (3) INCH CALCIUM HYPOCHLORITE TABLETS IN FIFTY-FIVE (55) POUND PAILS.				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
PPG CHLORINE TABLETS	0003	16,000.00	18,000.00	
		18,001.00	19,000.00	
		19,001.00	20,000.00	
		20,001.00	22,000.00	

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OPTION YEAR III

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	PPG CHLORINE TABLET FFP - PPG THREE (3) INCH CALCIUM HYPOCHLORITE TABLETS IN FIFTY-FIVE (55) POUND PAILS.				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
PPG CHLORINE TABLETS	0004	16,000.00	18,000.00	
		18,001.00	19,000.00	
		19,001.00	20,000.00	
		20,001.00	22,000.00	

OPTION YEAR IV

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	PPG CHLORINE TABLET FFP - PPG THREE (3) INCH CALCIUM HYPOCHLORITE TABLETS IN FIFTY-FIVE (55) POUND PAILS.				

STEPLADDER PRICING

STEPLADDER NAME	ITEM NO	FROM QUANTITY	TO QUANTITY	UNIT PRICE
PPG CHLORINE TABLETS	0005	16,000.00	18,000.00	
		18,001.00	19,000.00	
		19,001.00	20,000.00	
		20,001.00	22,000.00	

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CLAUSES INCORPORATED BY REFERENCE:

IHD 4 BRAND NAME OR EQUAL (FEB 2000) (NAVSEA/IHD) MAR 2000

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SECTION E Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	DESTINATION	GOVT. REP.	DESTINATION	GOVT. REP.
0002	DESTINATION	GOVT. REP.	DESTINATION	GOVT. REP.
0003	DESTINATION	GOVT. REP.	DESTINATION	GOVT. REP.
0004	DESTINATION	GOVT. REP.	DESTINATION	GOVT. REP.
0005	DESTINATION	GOVT. REP.	DESTINATION	GOVT. REP.

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SECTION F Deliveries or Performance

DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	30 DAYS AFTER DATE OF CONTRACT. QUANTITY OF 2000 LBS. EVERY 30 DAYS.	Pound	SEE SECTION B	Dest.	N00174 NAVSEA Indian Head RECEIVING OFFICER BUILDING 116 101 STRAUSS AVE INDIAN HEAD, MD 20640-5035 No Contacts Identified
0002	SAME AS ITEM 0001	Pound	SEE SECTION B	Dest.	Same as CLIN 0001
0003	SAME AS ITEM 0001	Pound	SE SECTION B	Dest.	Same as CLIN 0001
0004	SAME AS ITEM 0001	Pound	SEE SECTION B	Dest.	Same as CLIN 0001
0005	SAME AS ITEM 0001	Pound	SEE SECTION B	Dest.	Same as CLIN 0001

CLAUSES INCORPORATED BY REFERENCE:

52.247-45 F.O.B. Origin And/Or Destination Evaluation

APR 1984

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SECTION I Contract Clauses

CLAUSES INCORPORATED BY REFERENCE:

52.217-9 Option To Extend The Term Of The Contract

MAR 2000

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SECTION K Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE:

252.204-7004	Required Central Contractor Registration	MAR 2000
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

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___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUL 2000)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

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(iii) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (May 1997).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Jun 1997).

(v) 52.233-1, Disputes (Dec 1998).

(vi) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1984) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (APR 1984) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to services performed on Federal facilities).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (Feb 2000) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

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(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far]

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay,

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setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

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52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 2834 .

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124-1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

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(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

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SECTION L Instructions, Conditions and Notices to Bidders

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS : (Listed in order of importance)

1. Specification Compliance- The offeror will be evaluated for compliance with specification requirements on a pass or fail basis. See matrix (1). **Offeror shall provide one sample of the chlorine tablet that meets the specification compliance with their submission of the RFQ.**
1. Past Performance
2. Cost/Price

1. Past Performance

Offeror shall describe its past performance on directly related or similar Federal, State and Local government as well as private contracts and subcontracts it has held within the last three (3) years and all contracts and subcontracts currently in progress which are of similar scope, magnitude and complexity to that which is required by this RFQ. Provide Points of Contact (Make sure the person you list is still at the place of business or someone who will be able to answer the past performance questionnaire). The telephone number and a fax telephone number.

Offeror shall provide a minimum of three (not to exceed 2 pages each) references. Data reference sheets shall contain the following information: (Offerors must provide the past performance information or affirmatively state in writing that it possesses no relevant past performance information. Failure to do so may result in the offer being determined unacceptable.)

1. Contract Number
2. Who was the contract with (name of agency/company)
3. Point of contact and telephone number of the Contracting Officer's Representative
4. Dollar value of the contract
5. Clear statements describing whether work was completed on time with a Quality product delivered without any degradation in performance or customer satisfaction.

2. Cost/Price

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Offeror shall provide one (1) complete copy of the quote document (the RFQ) with all representations/certifications executed and pricing appropriately noted in Addenda 1 or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed cost/prices fair and reasonable.

(End of provision)

BEST VALUE EVALUATION AND BASIS FOR AWARD

1. **GENERAL:** The government shall award a contract resulting from this quote to the responsible offeror whose submission, complying with the instruction and conforming to the quote, represents the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once all evaluations are complete and tabulated in accordance with the Source Selection Plan, the government will make a series of comparisons among the offerors by comparing the tabulated scores to the evaluated price. From these comparisons the government will determine the offeror who offers the best value to the government. This is a subjective evaluation process.

2. **RELATIVE IMPORTANCE OF THE EVALUATION FACTORS:** Since an Offeror must comply with the instructions contained in the Instructions to Offerors it behooves an offeror to read carefully the instructions as the Contracting Officer may eliminate an Offeror from further consideration for failure to comply with the instructions. In deciding which of the offerors, complying with the instructions, is the best overall value the government will consider the following factors, listed in order of importance, unless otherwise noted:

1. Specification Compliance
2. Past Performance
3. Cost/Price

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In evaluating Specification Compliance the government will use a chart such as shown below

MATRIX (1), SALIENT CHARACTERISTIC CHART

Category	YES	NO
Meets ANSI		
Meets NSF		
Chlorine Content > 65 %		
Tablets 3” Dia, Spool 24” high		
Tablets give Pre Determined Flow (GPM)		
Tablets Hold Consistency in Water		
All Inert Ingredients Must Meet Min Trace Residue		
10 LBS Test Sample Supplied		
Dosage Info Supplied		
MSDS Sheets Supplied		
Cost Data Supplied		

NOTE: IN ALL CASES, THE CONTRACTOR MUST MEET ALL OF THE SPECIFIICATION COMPLIANCES.

In evaluating past performance the government will inquire about:

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1. Quality and timeliness of the work.
2. Reasonableness of price, costs and claims.
3. Reasonableness of business behavior, willingness to cooperate and helpfulness in solving problems.
4. Concern for the interests of customers.
5. Integrity

Cost/Price

Although cost/price is the least important factor, it will not be ignored. The degree of it's importance will increase with the degree of equality of the offerors in relation to other factors on which selection is to be made.

Methodology

Once all evaluations are complete the corresponding information will be placed in the following chart:

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Offeror	Specification Compliance	Past Performance Rating	Price

Once this information is tabulated, offerors will be compared making specification compliance, past performance and price tradeoffs. The award will be made to the offeror that presents the Best Value to the Government. If the offeror with the best past performance also represents the lowest price, and the technical proposal meets the requirements as listed in the salient characteristic chart, then that offeror is clearly the Best Value. If an offeror with higher past performance scores has a higher price, then a determination must be made whether the difference in value is worth the higher price. **In all cases, the contractor must meet all of the specification compliances.**

An offeror may be eliminated, and not evaluated, for failure to follow the specific instructions contained in 52.212-1 Instructions to Offerors-Commercial Items.

(b) Options. The government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of option shall not obligate the Government to exercise them.

(c) A written notice of award or acceptance of an offeror, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of and offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.